

AGREEMENT

BETWEEN

OREGON PARKS AND RECREATION DEPARTMENT (OPRD), AS PERMITTER

AND

ADOPT A CHARGER (AAC), AS PERMITTEE

This Operating Agreement, hereinafter called the “Agreement”, is entered into by the **Oregon Parks and Recreation Department (OPRD)**, hereinafter called “OPRD” and/or “Permitter,” and **Adopt A Charger (AAC)**, hereinafter called “Permittee,” whose address is 2408 Via La Selva, Palos Verdes Estates, California 90274.

WHEREAS, the OPRD is directed by House Bill 2290 in 2021 to allow installation of public EV charging stations accommodating and encouraging visitor use of electric vehicles to support the long-term viability of state park destinations and addresses state and global goals to reduce greenhouse gas emissions. OPRD stated that the agency is looking to develop systems and make investments in Level 2 charging stations and other EV infrastructure at low-cost or free to visitors.

WHEREAS the Purpose of this Agreement is to allow Permittee to install, operate and maintain multiple EV charging stations at state parks, visitor centers, historic sites, operation service centers, field offices, and trailheads. The services and goods described in this agreement include:

- Level 2 Electric Vehicle charging stations and their installation, up to 48 units with an estimated value of \$10,000 each.
- Subsidized public charging for three years, up to \$75,000.

WHEREAS Executive Order 20-04 directs state agencies to reduce and regulate greenhouse gas emissions to 45% below 1990 emissions by 2035. OPRD can control emissions from their own operations and encouraging EV use by visitors can help further this goal has determined that the purpose of this Agreement is necessary to implement Part 5 of 1994 PA 451, as amended, because use of State lands in a regulated fashion will protect and conserve the natural resources and provide facilities for outdoor recreation.

THEREFORE, Permitter and Permittee, for consideration specified in this Agreement, agree to the following terms and conditions:

1. **DESCRIPTION OF PREMISES** - Permitter hereby grants to Permittee the right to the non-exclusive commercial use of State Land located within OPRD facilities in areas designated by the Department.
2. **USE OF PREMISES** -
 - A. Permittee shall donate, install and maintain for 10 years electric vehicle charging stations (EVCS) in locations mutually approved by OPRD and AAC.
 - B. Permittee will also sponsor cost to provide power for the first 3 years of active use of every donated and installed EVCS in this project, up to \$75,000, and is allowed to raise donor funds above this amount for fundraising expenses not to exceed 25% of the total donated to Permitter.
 - C. Permittee hereby acknowledges that the use and occupancy of the Premises shall be confined to the following specific uses:
 - i. EVCS meet all ADA standards including less than 48" in height and handle that is less than 5 lbs.
 - ii. A minimum of Two (2) EVCS parking spaces shall be made available for use at each location with the maximum number of charging stations being determined by visitor use and parking lot size and agreed upon by both parties. The parking spaces shall be clearly marked. At least one (1) parking space will be built to accessible standards.
 - iii. Parking space modifications and routes to charging stations shall comply with ADA recommendations. For the avoidance of doubt, Permittee shall not be obligated to perform any hardware and/or Site accessibility modifications and/or upgrades other than as necessary to comply with applicable law. In the absence of applicable state law, Permittee will design to Texas accessibility guidelines for EV charging (TM 2012-01).
 - D. Permittee shall submit site plan and equipment design plans to Permitter for approval prior to commencement of installation. The site plan shall include the following minimal elements:
 - i. One electronic submission in PDF format and a marked-up satellite image.
 - ii. Existing site plan showing current parking configuration and utilities.
 - iii. Proposed site plan showing all proposed improvements including drawings of Area of Potential Effects (APE) on maps of current site configurations.
 - iv. Site plans must be approximately to scale and include a graphic architectural bar scale.
 - v. Accurate representation of existing conditions within a 100' radius at the location where the proposed charging station is to be placed.

- vi. Locations of all underground utilities known to Permittee in target project area.
 - vii. Locations and proposed routing for primary utility service route.
 - viii. Proposed vehicle charging station location, utility extensions, connections, meters, and related ADA improvements.
 - ix. Vehicle Charging Station way finding signage locations, if applicable.
- E. Permittee shall provide Permitter with an installation timeline for approval prior to commencement of installation.
 - F. Permittee shall maintain adequate fencing around the site during the installation process to prevent access by the public.
 - G. Permittee shall notify Permitter of installation completion for approval to remove fencing and open the charging station(s) to the public. The Permitter retains the right to formulate a punch list for corrections of any site deficiencies prior to opening the station(s) to the public.
 - H. Permittee shall provide photo documentation of the condition of each site before project commences. At project completion, Permittee shall provide photo documentation of the project completion of each site.
 - I. Permittee agrees that it will be responsible for any damage it causes to the premises during its installation and operation. Permittee agrees to notify Permitter immediately if any site damage is caused by Permittee. Upon notice, Permitter will determine if the damage needs repair.
 - J. Repairable damage is described as any damage that exceeds the normal wear and tear expected from the lawful and proper use of the site. Permittee agrees to repair the damage, to the satisfaction of Permitter, at its own expense.
 - K. Permittee shall provide copies of all permits and/or inspections to Permitter within five (5) business days of receipt.
 - L. Permittee will place a universal electric vehicle charging station sign at each parking space. Any additional signage to be placed on site by Permittee, requires prior Permitter approval of sign language and location prior to posting.
 - M. Permittee agrees that their equipment installation shall not impede recreational activities of the sites.
 - N. No commercial use will occur when Permitter has temporarily closed the site.
 - O. Permitter reserves the right to adjust the amount of commercial activity as necessary to reduce facility and/or resource impacts or user conflicts, including but not limited to noise, congestion, dust, wildlife/fish habitat, site events, and/or emergency services.

- P. Permittee acknowledges that Permitter is not liable for any theft, vandalism, or damage that may occur to Permittee equipment/supplies.
- Q. Site maintenance shall include:
 - i. Permittee's annual inspection of the electric vehicle charging station to ensure safety and operability.
- R. Upon installation, Permitter shall own the EV charging equipment and have the right to any environmental attributes generated by EV charging activity. If at any point the charging equipment needs to be removed or relocated, Permitter will notify the Permittee.
- S. Any other use which is agreed to in writing by both parties.
- T. Permittee shall obtain Permitter's prior consent, in writing, to use the Premises for any purpose not listed in this Section. Permitter may terminate this Agreement if at any time, Permittee uses the Premises, without express written permission by Permitter, for purposes other than those enumerated in this Section. If Permitter anticipates no longer being able to or in fact no longer can grant access to parking spots to end users which are proximate to the electric vehicle charging stations, Permitter will move the electric vehicle charging stations at Permitter's sole expense to a location mutually agreed upon by Permitter and Permittee.
- U. Special Definitions for Interpreting Executive Order 21-19 Obligations. The following definitions are from EO 21-19 as it may be amended. These definitions are for reference only and Permittee should refer to the EO 21-29 for current definitions.
 - i. "EO 21-29" means Governor of the State of Oregon's Executive Order 21-29 as may be amended, https://www.oregon.gov/gov/Documents/executive_orders/eo_21-29.pdf.
 - ii. "FAQ" means the Executive Order 21-29 Vaccination Requirements for State Contractors Frequently Asked Questions as may be amended.
 - iii. [ExecutiveOrder21-29_ContractorFAQ.pdf \(oregon.gov\)](#)
 - iv. For interpretation of provisions relating to EO 21-19: The terms "Executive Branch," "COVID-19," "Fully Vaccinated," "Proof of Vaccination," "Employee," and "Worker" have the meanings defined in EO 21-19. The term "Worksite" has the meaning defined in the FAQ.

3. PROHIBITED ACTIVITIES –

- A. The following activities on the Premises are prohibited:
 - i. Authorizing public use of Premises in violation of any State law, order, or regulation.

- ii. Any planting of plants, removal of plants, landscaping, or earthmoving beyond that which is necessary for Permittee to carry out the terms of this Agreement, on the Premises without the prior written consent of the Permitter.
 - iii. Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of Permitter. All supplies and equipment must be stored safely and inside.
 - iv. Any clearing activity outside the Premises.
 - v. Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
 - vi. Disposal of trees, treetops, branches, roots, stumps, and other vegetative debris onto the Premises.
 - vii. Authorization of "Naming Rights" for any portion of the Premises without prior Permitter approval.
- B. Permitter may terminate this Agreement, if prohibited activities occur on the Premises at any time during the term of this Agreement.
- C. Permittee will notify and get approval from Permitter before any subcontractor work is conducted on behalf of the permittee, with a minimum of three (3) working days or the Permitter grants work on an emergency basis.
- D. Below-ground or ground disturbance work will need review by Permitter's cultural resources process which may extend the timeline of approval.
- E. WASTE - Permittee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.
- 4. PERMITTER'S OPERATIONS** - Permittee covenants that its use of the Premises is non-exclusive and shall, at no time, interfere with the uses or operations of Permitter or the Public (including other Permittees) on the Premises. Permittee covenants that its use of the Premises shall, at no time, interfere with the Public's use of any State land that may be adjacent to the Premises. Permittee shall not prevent Permitter, its agents, or the public from crossing the Premises to access the adjoining State lands.
- 5. PERMITTEE REQUIREMENTS** - Permittee agrees to the following requirements:
- A. All Permittee equipment must be clearly identified with business name.
 - B. All Permits must be approved and in place prior to commercial use of the State land. Permittee shall make copies of all permits available to Permitter upon request.
 - C. Permission to commercially use the State land shall expire on the date of expiration of this Agreement, unless terminated sooner.
 - D. Permittee shall maintain the area under Agreement in a clean and usable area.
 - E. The rights accruing under this Agreement shall not be assigned or transferred without the written permission of the Permitter.

F. Within three (3) business days of project completion, Permittee shall notify the Permitter of project completion.

G. Proposed Timeline

Estimated Installation Services Start Date: May 2022

Estimated Date of Delivery of Proposed Engineering Design:
February 2022

Estimated Completion Date for Installation of all EVCS: May 2023

Estimated Completion Date of Commissioning and Network Registration: July 2023

6. **ADMINISTRATION** – A OPRD representative, will be appointed as the Administrator of this Agreement. The Permittee shall designate in writing to Permitter one (1) person and one (1) alternate person responsible to be the contact person for the Permitter regarding the administration of the Agreement. This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.

7. **CONDITION OF PREMISES** - Permittee stipulates, represents, and warrants that Permittee has examined the Premises, and that they are utilizing the Premises in its “as is” condition. Permittee acknowledges that it has not made an independent environmental assessment of the Premises.

Permittee agrees that it will be responsible for any damage it causes to the Premises during its’ commercial operation. Permittee agrees to repair the damage, to the satisfaction of Permitter.

Permittee acknowledges that the Premises or portions thereof may be subject to restrictions or closures if endangered species are present.

8. **TERM** - Permitter shall grant non-exclusive use of the Premises to Permittee for a **ten (10) year** term of possession to complete the approved project, beginning upon actual possession at 12:01 a.m. on **Month Day, Year**, and ending at midnight on **Month Day, Year**. The beginning and ending Agreement term dates may be altered by mutual written consent to reflect the actual date of occupancy. If the occupancy date is changed, this Section shall also be changed accordingly.

9. **RENT** - N/A

10. **OPTION TO RENEW** - The initial term of this Agreement may be extended for additional terms as shall be agreed to between the parties, if Permittee gives Permitter written notice before this Agreement or any extension expires and agrees to any additional terms and rent modifications proposed by Permitter. Permitter’s written consent is necessary for any Agreement term extension. Permitter’s rental rate for the Premises during an extended term will be re-negotiated prior to renewal.

11. **SERVICES BY PERMITTEE** - Permittee shall furnish the following services at its own expense:

A. Permittee will provide and maintain in good condition EVCS used commercially at the Premises, at its sole expense.

- B. Permittee will activate and maintain in good operating order of EVCS at the Premises at its sole expense.
 - C. Permittee will be responsible for adhering to all state laws and local ordinances on the property.
 - D. Permittee shall maintain standards of cleanliness that will reflect favorable public opinion on the Permittee and the Permitter. If Permitter Representative determines that the Permittee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) working days, following verbal and written notification by the Permitter, the problem is not rectified to the satisfaction of Permittee, Permitter may perform or have the duties of the Permittee performed by others at Permittee's sole expense.
 - E. Permittee is responsible to immediately investigate and report to the Permitter all instances of suspected trespass.
 - F. In performing services under this Agreement, Permittee must comply with any applicable state agency rules that the agency provides to Permitter.
12. **ASSIGNMENT AND SUBLEASE** - Permittee shall not sell, mortgage, rent, assign, or parcel out the Agreement hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Agreement for any purpose whatsoever without first obtaining the prior written consent of Permitter. Such action by Permittee without the prior written approval of Permitter shall be cause for the immediate termination of this Agreement. Permittee may, however, enter into maintenance agreements with third parties.
13. **ALTERATIONS** - No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of Permitter, which Permittee shall request at least thirty (30) days in advance of such alteration, modification, or improvement. At the expiration or cancellation of this Agreement, all alterations, modifications, and improvements to the Premises shall become the property of Permitter.
14. **LAWS, CODES AND PERMITS** - Permittee shall comply with all applicable federal, state, or local regulations, including, but not limited to, all environmental laws, and codes and will obtain any necessary permits in connection with its use of the Premises.
- Furthermore, Permittee shall comply with all acquisition and development grant obligations existing at the time of this Agreement.
15. **DAMAGE and REPAIRS** - Permittee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises. Permittee agrees to notify Permitter within twenty-four (24) hours of any site damage caused.
16. **INSPECTION of PREMISES** - Permitter and Permitter's agents and employees shall have the right at all reasonable times during the term of this Agreement, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Permitter for the preservation of the Premises.

17. INDEMNIFICATION -

- A. Claims. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Contract.
- B. Legal Counsel. If Contractor is required to defend the State of Oregon or Agency or their officers, employees or agents under Section 15.A, then Contractor shall select legal counsel reasonably acceptable to the Oregon Attorney General to act in the name of, or represent the interests of, the State of Oregon, Agency or their officers, employees and agents. Such legal counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State of Oregon's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State of Oregon or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the State of Oregon in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.
- C. Damages to State Property and Employees. Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of the State of Oregon or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract
- D. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF AGENCY.

18. LIABILITY -

- A. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 15.B, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.
- B. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO SECTION 15.B, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

19. **INSURANCE** - Permittee shall provide certificates of insurance listing the State of Oregon, its departments, boards, agencies, commissions, officers, and employees as additional insureds, to Permitter within thirty (30) calendar days following the execution and delivery of this Agreement to Permittee, and every year thereafter, for the following insurance coverage. The insurance policies shall provide that they may not be modified, canceled, or allowed to expire without thirty (30) days' prior written notice given to Permitter.
- A. Permittee shall obtain General Liability Insurance, naming **Permitter, its officers and employees as additional insureds and protecting against all claims**, demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Permittee's use and occupancy of the Premises or its exercise of the right and privileges granted in the Agreement. Permittee agrees to maintain a minimum policy limit, in the amount of:
- \$2,000,000 aggregate
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$1,000,000 products/completed operations aggregate
 - \$1,000,000 automobile insurance
 - \$5,000 medical payments
 - \$500,000 worker's compensation
- Certificate must include the following language: State of Oregon, its Departments, Boards, Agencies, Commissions, Officers, and employees are listed as Additional Insureds.
- B. Permittee covenants that it will, during the continuance of the term of this Agreement, keep the buildings and improvements now or hereafter located on the Premises, insured by an insurance company or companies that has a rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage endorsement in the State of Oregon, and in an amount equal to the full replacement value of said buildings and improvements.
- C. As required by law, Permittee shall maintain automobile no-fault coverage.
- D. Permitter reserves the right to reassess the minimum policy limits requirement set forth above every five (5) years, or as determined necessary by Permitter.
20. **NON-DISCRIMINATION** - Permittee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *et seq.*, and all

other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Permittee agrees to include in every subcontract entered into for the performance of this Agreement, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

- 21. DISPUTES** - Except as otherwise provided for in this Agreement, any dispute among any multiple Permittees that have executed Leases or Operating Agreements with Permitter to maintain and operate portions of the contiguous Premises, that concern obligations and benefits arising under this Agreement, which is not disposed of by this Agreement, shall be decided by OPRD Director, or authorized representative, who shall make a written decision and mail or otherwise furnish a copy of the decision to all of the parties.
- A. The written decision of the OPRD Director provided for above shall be binding upon the parties and shall constitute a final decision of the agency.
 - B. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in the dispute subparagraph above. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative or board on the question of law.
- 22. CANCELLATION** -
- A. Permitter may cancel this Agreement provided Permittee is notified in writing at least three (3) days prior to the effective date of cancellation and any one of the following occur:
 - i. The Premises are no longer being used for the purposes identified in this Agreement.
 - ii. Permittee provided the Permitter with information, in its application for this Agreement or at any time during the Agreement term, that was false or fraudulent.
 - iii. Permittee fails to perform any of its obligations under this Agreement, and the site is not made usable within three (3) calendar days and completely repaired/restored within seven (7) calendar days after written notice of default to Permittee.
 - B. Permitter may cancel this Agreement provided Permittee is notified, in writing, at least ninety (90) days prior to the effective date of cancellation, if Permitter is redeveloping the site.
 - C. If this Agreement is terminated before its expiration for any reason, Permitter agrees to, for a period of ninety (90) days after termination, facilitate the transfer of equipment provided hereunder back to the Permittee or their designee consistent with State of Oregon statutes and rules related to disposal of state property.

To PERMITTER:

State of Oregon

Oregon Parks and Recreation Department

725 Summer St. NE, Suite C

Salem, OR 97301

To PERMITTEE:

Adopt A Charger

2408 Via La Selva

Palos Verdes Estates, CA 90274

23. **QUIET ENJOYMENT** - Upon performance of the conditions outlined herein, Permittee may peacefully and quietly have, hold, and enjoy the Premises, provided that the use of the Premises by Permittee is maintained open to the public.
24. **RESERVATION** - Permitter reserves the right to grant rights-of-way and easements of any kind and nature over and across said Premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
25. **HOLDOVER TENANCY** - If Permittee remains in possession of the Premises after the natural expiration of this Agreement, with the consent of Permitter but without a renewal of this Agreement, a new tenancy from year-to-year shall be created between Permitter and Permittee. The new tenancy shall be subject to all the terms and conditions of this Agreement, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
26. **NOTICES** - Any notice(s) to Permitter or to Permittee required by this Agreement shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Permitter and Permittee shall be transmitted to the addresses listed below:
27. **NOTICES – EFFECTIVE TIME/DATE** - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.
28. **INTERPRETATION** - This Agreement shall be interpreted in accordance with the laws of the State of Oregon.
29. **NO UNNAMED ENTITIES/ PARTNERS** - Permittee covenants that there are no unnamed entities or partners having authority over the operation or management of the Premises and further represents that Permittee is the only entity responsible for carrying out Permittee's responsibilities.
30. **MODIFICATION** – This Agreement shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any

course of performance. No modifications of this Agreement are effective unless in writing, signed by the parties, and executed in the same manner as this Agreement was originally executed. A party may waive or release the other party's breach or default only in writing.

31. **SEVERABILITY** - Should any provision of this Agreement, or any addenda thereto, be found to be illegal, or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions of the Agreement.
32. **GOVERNING LAW** - This Agreement is governed by, and construed in accordance with, the laws of the State of Oregon.
33. **VENUE AND JURISDICTION** - Any claim, action, suit or proceeding between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.
34. **REQUIRED APPROVALS** - This Agreement shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by Permittee and Permittee.
35. **WAIVER OF DEFAULT** – The failure of a party to insist upon strict adherence to any term of this Agreement does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Agreement.
36. **ENTIRE AGREEMENT AND ENCLOSURES** - This Agreement constitutes the entire agreement between the parties regarding this transaction and may be amended only in writing and executed in the same manner as this Agreement was originally executed. This Agreement supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.
37. **CONDITION** - Permittee's performance under this Agreement is conditioned upon Permittee's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein.
38. **COMPLIANCE WITH EXECUTIVE ORDER 21-29** - Permittee shall comply with EO 21-29. Permittee certifies that for the term of the Agreement or the duration of EO-21-29, whichever expires or terminates first, each Worker who provides goods and services at an Executive Branch Worksite is Fully Vaccinated against COVID-19 unless an exception under paragraph 6 of EO 21-29 applies.
 - A. The definitions in Section 2-U ("Special Definitions for Interpreting EO 21-19 Obligations") apply to this section.
 - B. Permittee shall maintain in its records Proof of Vaccination or permitted exceptions under section 6 of EO 21-29 for such Workers providing goods and services at an Execution Branch Worksite.

- C. Permittee shall provide written certification of its compliance with EO 21-29 on request of the State. The State reserves the right to request the documentation supporting Permittee's certification.
- D. Permittee's compliance with this section is a material term of this Agreement, and Permittee's failure to comply constitutes a breach entitling Agency to terminate this Agreement for cause.

This agreement has been executed by the Permittee and Permitter in duplicate on the signing date.

Adopt A Charger (Permittee)

Kathryn Adams

Kathryn Adams Hoksbergen

Executive Director

03/04/22

Date

Oregon Parks and Recreation Department (Permitter)

Lisa Sumption

Lisa Sumption (Mar 3, 2022 15:27 PST)

Lisa Sumption

Director

03/03/22

Date